

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

<p>IN RE:</p> <p>MCCLAIN FEED YARD, INC., MCCLAIN FARMS, INC., AND 7M CATTLE FEEDERS, INC.,</p> <p style="text-align: center;"><i>Debtors.</i>¹</p>	<p style="text-align: center;">Chapter 7</p> <p style="text-align: center;">CASE NO. 23-20084-rlj</p> <p style="text-align: center;">Jointly Administered</p>
<p>KENT RIES, CHAPTER 7 TRUSTEE FOR THE BANKRUPTCY ESTATES OF MCCLAIN FEED YARD, INC., MCCLAIN FARMS, INC., AND 7M CATTLE FEEDERS, INC.,</p> <p style="text-align: center;"><i>Plaintiff,</i></p> <p>v.</p> <p>COMMUNITY FINANCIAL SERVICES BANK; HTLF BANK; MECHANICS BANK; and RABO AGRIFINANCE, LLC,</p> <p style="text-align: center;"><i>Defendants.</i></p>	<p style="text-align: center;">ADV. PROC. NO. 25-02005-rlj</p> <p style="text-align: center;">Honorable Robert L. Jones</p>

STIPULATION REGARDING WAIVER OF SERVICE OF SUMMONS

Kent Ries, the Chapter 7 Trustee of the bankruptcy estates of McClain Feed Yard, Inc. (Case No. 23-20084-RLJ), McClain Farms, Inc. (Case No. 23-20085-RLJ), and 7M Cattle Feeders, Inc. (Case No. 23-20086-RLJ) and plaintiff in the above-captioned adversary proceeding (the “**Trustee**”) and Community Financial Services Bank (“**Defendant,**” and together with the Trustee, the “**Parties**”) hereby agree and stipulate as follows:

1. On March 14, 2025, the Trustee instituted the above-captioned adversary proceeding (the “**Adversary Proceeding**”) by the filing of his Original Complaint for: (1) Knowing Participation in Breach of Fiduciary Duties; (2) Breach of Fiduciary Duty; (3) Professional Negligence; (4) Common-Law Civil Conspiracy and (5) Other Relief (the “**Complaint**”).

¹ The Debtors in these chapter 7 cases are: McClain Feed Yard, Inc. (Case No. 23-20084-RLJ), McClain Farms, Inc. (Case No. 23-20085-RLJ), and 7M Cattle Feeders, Inc. (Case No. 23-20086-RLJ).

2. The Defendant is represented by the undersigned counsel in the Adversary Proceeding, and the undersigned counsel has the authority to agree to the terms of this Stipulation on behalf of Defendant.

3. Defendant agrees to waive issuance and service of a summons in this action. The Parties agree that the Defendant's response date to the Complaint will be May 19, 2025, which is 60 days after March 20, 2025. If Defendant fails to timely respond, a default judgment may be entered against Defendant. This Stipulation is without prejudice to any further extension of the response date or objections thereto.

4. The Defendant reserves all defenses or objections to the Complaint, the court's jurisdiction, and the venue of the action. By its agreement hereto, Defendant waives only any objections to the absence of issuance or summons or of service.

AGREED:

/s/ Alan Dabdoub

Alan Dabdoub

State Bar No. 24056836

adabdoub@lynnllp.com

Campbell Sode

State Bar No. 24134507

csode@lynnllp.com

Farsheed Fozouni

State Bar No. 24097705

ffozouni@lynnllp.com

Nathaniel Plemons

State Bar No. 24121059

nplemons@lynnllp.com

LYNN PINKER HURST & SCHWEGMANN LLP

2100 Ross Avenue, Suite 2700

Dallas, Texas 75201

Telephone: 214-981-3800

Facsimile: 214-981-3839

Hudson M. Jobe
Texas Bar No. 24041189
hjobe@jobelawpllc.com
JOBE LAW PLLC
6060 North Central Expressway, Suite 500
Dallas, Texas 75206
Telephone: (214) 807-0563

SPECIAL COUNSEL TO THE TRUSTEE

/s/ Aaron Kaufman

**COUNSEL TO THE DEFENDANT
COMMUNITY FINANCIAL
SERVICES BANK**

Aaron Kaufman
GRAY REED LLP
1601 Elm St., Suite 4600
Dallas, TX 75201

Keith Larson
MORGAN POTTINGER MCGARVEY
401 South Fourth Street, Suite 1200
Louisville, Kentucky